
**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH**

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

vs.

MARQUIS PROPERTIES, LLC, a Utah
Limited Liability Company, CHARD
DEUCHER, an individual, and RICHARD
CLATFELTER, an individual,

Defendants,

JESSICA DEUCHER, an individual,

Relief Defendant

And

HODGES HOLDING, LLC, and U.S. BANK
NATIONAL ASSOCIATION,

Intervenors.

**AMENDED ORDER GRANTING
RECEIVER'S FOURTH INTERIM FEE
APPLICATION FOR SERVICES
RENDERED FROM APRIL 1, 2018
THROUGH JUNE 30, 2018**

Case No. 2:16-cv-00040-JNP

Judge: Hon. Jill N. Parrish

Before the court is the Receiver's motion to correct its order granting the fourth fee application under Rule 60(a) of the Federal Rules of Civil Procedure. [Docket 263]. The court concludes that Rule 60(a) is not a valid basis to correct its prior order because there was no clerical error. The court entered the order it intended to enter.

The court instead interprets the Receiver's motion to be to amend the fourth fee application based upon changed conditions. The Receiver has recovered additional funds and wishes to pay herself and her attorneys the full amount due rather than half. Having considered

the motion, the court finds that there is good cause to amend its prior order. The court strikes its prior Order Granting Motion for Receiver's Fourth Interim Fee Application. [Docket 262]. In its place, the court enters this Amended Order Granting Motion for Receiver's Fourth Interim Fee Application.

NOW THEREFORE, IT IS HEREBY ORDERED that the Fourth Interim Fee Application is **GRANTED**.

IT IS FURTHER ORDERED that the fees requested by the Receiver for the time period covered by the Fourth Interim Fee Application are allowed on an interim basis in the amount of **\$54,025** with payment of **\$43,220** given the twenty-percent holdback.

IT IS FURTHER ORDERED that the fees requested by Ray Quinney & Nebeker for the time period covered by the Fourth Interim Fee Application are allowed on an interim basis in the amount of **\$72,636** with payment of **\$58,108.80** given the twenty-percent holdback.

IT IS FURTHER ORDERED that the fees requested by Deiss Law for the time period covered by the Fourth Interim Fee Application are allowed on an interim basis in the amount of **\$20,209.95** with payment of **\$16,167.96** given the twenty-percent holdback.

IT IS FURTHER ORDERED that the expense reimbursement for costs advanced by Ray Quinney & Nebeker is allowed on an interim basis in the amount of **\$3,297.26** with payment of **\$2,637.81** given the twenty-percent holdback.

IT IS FURTHER ORDERED that the expense reimbursement for costs advanced by Deiss Law is allowed on an interim basis in the amount of **\$663** with payment of **\$530.40** given the twenty-percent holdback.

IT IS FURTHER ORDERED that Marquis Properties, LLC is hereby authorized and directed on an interim basis to pay the Receiver, Ray Quinney & Nebeker and Deiss Law the amounts awarded herein from available funds.

DATED November 30, 2018.

THE COURT



Judge Jill Parrish